

**COMMITMENTS CONCERNING THE USE
AND DEVELOPMENT OF REAL ESTATE**

Cross Referenced to Instrument No. _____

M&I Marshall & Ilsley Bank (the "Bank") makes the following commitments (the "Commitments") to the Westfield City Council (the "Council") regarding the use and development of the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit "A"

Section 2. **Petition:** Westfield City Council Ordinance 11-XX ("Ord. 11-XX")

Section 3. **Statement of Commitments:**

- A. The land uses for the Real Estate shall be limited to the following: Banks and Savings and Loan Associations, Credit Union Offices, and Loan Offices, Offices for a Real Estate Agent, Insurance Agent, Dentist, Doctor, Lawyer, Veterinarian, or similar professional occupation.
- B. Any drive-thru windows on the Real Estate shall be located on the east side of the primary structure.
- C. The primary structure on the Real Estate shall be constructed in substantial compliance with the illustrative building elevation attached hereto and incorporated herein as Exhibit "B".
- D. The landscaping on the Real Estate shall be designed in compliance with the City of Westfield Landscaping Standards for property zoned "GB", and in substantial compliance with the illustrative concept plan attached hereto and incorporated herein as Exhibit "C".
- E. The Bank agrees and acknowledges that only one access cut onto Springmill Road shall be permitted by the City of Westfield from 161st Street to the North end of the Real Estate. If vehicular access is provided to the east and south sides of the Real Estate via the existing private driveways located adjacent to the Real Estate, with such access being memorialized in an easement agreement containing such terms and conditions which are acceptable to Bank and which are insurable by a third party title insurer, then no vehicular access directly onto Springmill Road from the Real Estate shall be permitted. However, if the easement agreement described above is not entered into between the Bank and the south adjoining property owner, then the access cut to Springmill Road shall be relocated on the Real Estate

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to serve in place of the access currently located adjacent to the south side of the Real Estate.

Section 4. **Binding on Successors and Assigns:**

After the Effective Date, these Commitments are binding upon the Bank, each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the Council.

Section 5. **Modifications of Commitments:**

These Commitments may be modified or terminated only by a decision made by the Council.

Section 6. **Effective Date:**

The Commitments contained herein shall be effective upon the approval of Ord. 11-XX and shall continue in effect unless modified or terminated by the Council.

Section 7. **Recording:**

The undersigned hereby authorizes the Westfield Community Development Department Director to record these Commitments in the Office of the Recorder of Hamilton County, Indiana, upon approval of Ord. 11-XX.

Section 8. **Enforcement:**

These Commitments may be enforced by the City Council of the City of Westfield, Hamilton County, Indiana.

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IN WITNESS WHEREOF, the "Bank," has caused these Commitments to be executed as of the _____ day of _____, 2011.

M&I Marshall & Ilsley Bank

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, the _____ of M&I Marshall & Ilsley Bank, a _____, who having been duly sworn, acknowledged the execution of the forgoing Commitments for and on behalf of said _____.

Witness my hand and Notarial Seal this _____ day of _____, 2011.

My Commission Expires:

Notary Public

Printed

Residing in _____ County

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Deanne Ludwig

Prepared by: Deanne Ludwig, City of Westfield, Indiana
2728 East 171st Street, Westfield, Indiana 46074; (317) 804-3170.

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EXHIBIT A

Description of Real Estate

Part of the Northwest Quarter Section 11, Township 18 North, Range 3 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the above mentioned Quarter, North 00 degrees 00 minutes East (assumed bearing) along the West line of said Quarter Section 361.38 feet to the place of beginning to this description, thence continuing along said line 249.52 feet to a point; thence North 90 degrees 00 minutes East 312.00 feet to a point; thence South 00 degrees 00 minutes East 249.52 feet to a point; thence South 90 degrees 00 minutes West 312.00 feet to a point which is the beginning point of this description, containing 1.78 acres, more or less.

[Remainder of page intentionally left blank]

EXHIBIT B

[INSERT BUILDING ELEVATION EXHIBIT]